

Request for Proposals

Professional Services to Enhance Recycling in Designated Schools for School Year 2011-2012

Issued by: Dakota County Environmental
Management Department

Date Issued: February 22, 2011

Response Date: March 11, 2011

Maximum Contract Amount: \$40,000

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I. INTRODUCTION AND PROJECT BACKGROUND

Dakota County (County) has an overall goal to increase mixed municipal solid waste (MSW) recycling. In 2007, Dakota County surveyed schools to identify waste management practices and opportunities to reduce the amount of waste going to landfills. Results indicated that public schools need assistance with basic recycling infrastructure – such as recycling containers, container labels and education/informational materials.

School Recycling Project. To support the goal to enhance recycling, the County's Environmental Management Department (Department) has \$70,000 to develop infrastructure to support recycling at 15 public schools (10 schools in ISD 191 and five schools in ISD 199) during the 2011 – 2012 school year, pending approval by the Dakota County Board of Commissioners. The funds will be used to purchase and distribute recycling containers within the schools, provide labels on the recycling containers, provide educational presentations, training, and provide support to school staff. It is anticipated that selected schools can increase their recycling rates as much as 30 to 50% with additional support.

Dakota County's Role

Dakota County will take the overall lead on the project and has established project guidelines and criteria, solicited interest from schools and selected schools to participate in the program. The County will partner with the contractor and the schools to identify needs, purchase infrastructure, label and place containers, and develop educational and promotional materials. Dakota County will partner with the contractor to identify and work with dedicated staff/students to build a sustainable program.

Contractor's Role

Contractor services are requested to develop a sustainable program through direct contact with school staff, providing presentations, ensuring mechanisms/processes are in place for enhanced recycling, and modifying the project within each school for maximum effectiveness. County staff would continue to be lead coordinator in developing all aspects of the project, including fund allocations and infrastructure purchases. A contractor would assist County staff to ensure the project is implemented in the 2011-2012 school year.

II. GENERAL INSTRUCTIONS FOR CONTRACTOR

A. Contact Person

The Contractor's sole point of contact for this proposal is Rebecca Kulas, Environmental Specialist, Dakota County Environmental Management Department.

Rebecca Kulas
Dakota County Environmental Management Department
14955 Galaxie Avenue
Apple Valley, MN 55124
Facsimile: 952-891-7588
Rebecca.Kulas@co.dakota.mn.us

B. Questions

Questions regarding this RFP must be submitted in writing and must be received no later than March 4, 2011. Questions sent via facsimile or e-mail is acceptable if sent no later than the deadline stated above.

Responses to the questions submitted will be sent via email and will be posted on the County's website within the next two business days, at Doing Business - Request For Bids, Proposals and Information at <http://www.co.dakota.mn.us/DoingBusiness/RequestsFor/default.htm>.

C. Addenda/Clarifications

Revisions or modifications to the RFP shall be made by an addendum and posted on the County's website at Doing Business – Request for Bids, Proposals and Information at <http://www.co.dakota.mn.us/DoingBusiness/RequestsFor/default.htm>. Any Dakota County changes to this RFP will be made by written addendum. No verbal modification will be binding.

D. Examination of Proposal Documents

By submitting a proposal, the Contractor represents that he or she has thoroughly examined and become familiar with the work required under this RFP and that he or she is capable of performing quality work to achieve the objectives of this RFP.

E. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Contractor in: 1) preparing its proposal in response to this RFP; 2) submitting that proposal to Dakota County; or 3) any other expenses incurred by the Contractor prior to the date of execution of the proposed contract.

Dakota County shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractors in the preparation of their proposals. Contractors shall not include any such expenses as part of their proposals.

F. Contract Award

Contract award is contingent upon County Board approval of the project and the school authorization to enter in Joint Powers Agreement. Issuance of this RFP and receipt of proposals does not commit Dakota County to award a contract. Dakota County reserves the right to postpone opening for its own convenience, to accept or reject proposals based on evaluation of the submitted information, to accept other than the lowest cost proposal, to negotiate with other than the selected Contractor should negotiations with the selected Contractor be terminated, to negotiate with more than one Contractor simultaneously, or to cancel all or part of this RFP.

G. Joint Offers

Where two or more Contractors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. Dakota County intends to contract with a single firm and not with multiple firms doing business as a joint venture.

H. Dakota County Rights

Dakota County may investigate the qualifications of any Contractor under consideration, require confirmation of information furnished by Contractor, and require additional evidence of qualifications to perform the work described in this RFP. Dakota County reserves the right to:

- Reject any or all proposals if such action is in the public interest;
- Cancel the entire RFP;
- Issue a subsequent RFP;
- Remedy technical errors in the RFP process;
- Appoint evaluation committees to review proposals;
- Establish a short list of Contractors eligible for interview after evaluation of written proposals;
- Negotiate with any, all, or none of the RFP respondents; and
- Reject and replace one or more subcontractors.

This RFP does not commit Dakota County to enter into a contract, nor does it obligate Dakota County to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

III. SUBMISSION OF PROPOSALS

A. Proposal Submittal

The Contractor must review the attached specifications and submit one (1) electronic copy of the proposal by 4:30 p.m. Central Standard Time (CST) on March 11, 2011:

Rebecca.Kulas@co.dakota.mn.us

B. Proposal Format

1. All proposals by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.
2. All text and exhibits should be succinct and relevant to the RFP requirements.

C. Proposal Contents

The proposal must include, at a minimum, the following sections:

1. Letter of Transmittal

The proposal must be submitted on the firm's official business letterhead. The letter is to transmit the proposal and must identify all materials and enclosures being forwarded collectively as a response to this RFP.

Include, at a minimum, the following:

- a. Identification of the offering firm(s), including name, address and telephone number of each firm;
- b. Acknowledgment of receipt of RFP addenda, if any;
- c. Name, title, address, telephone and fax numbers and e-mail address of contact person during period of proposal evaluation;
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal; and
- e. Signature of a person authorized to bind the offering firm to the terms of the proposal.

2. Firm Introduction

Provide a brief company history and organizational structure of the firm including an outline of the firm's previous and current projects demonstrating qualifications to provide the scope of services requested by the RFP.

3. Contractor Team Organization

In this section, state in writing or provide an organization chart showing the team members and key personnel. Identify the team members' areas of responsibility. Provide subcontractors' company name, address, contact person, and telephone number.

4. Qualifications and Experience

Identify similar projects undertaken by the Contractor within the last five (5) years. For each project, provide the client's name, address and telephone number for a contact person currently available who is familiar with the firm's performance on each project listed.

5. Work Plan and Budget for Scope of Services

The Contractor's proposal must demonstrate the Contractor's understanding of project goals. The Contractor's proposal must include a clear description of the methods or process to be used to complete each task in the scope of services. In addition, the Contractor must include a project schedule, which details tasks, timelines and work products. For this proposal assume work can begin on or shortly after April 1, 2011.

The Contractor must provide a detailed budget for the project. The budget should include items such as professional fees, direct expenses (equipment, supplies, etc.), and contract labor.

6. Conflict of Interest

The Contractor must identify any potential conflict of interest it may have with this proposal.

7. Exceptions and Deviations

Any exceptions to the requirements in this RFP must be included in the proposal submitted by the Contractor. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations."

8. Contract Terms and Conditions

Part VI of this RFP sets forth the Dakota County's standard Contract Terms and General Conditions. Proposals should indicate the firm's willingness to agree to such provisions.

IV. TIMELINE AND BUDGET

A. Project Timeline

This RFP will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time at the discretion of Dakota County. The term of the contract to be awarded under this RFP is anticipated to be April 2011 thru June 2012, but may be adjusted to accommodate unforeseen delays.

1. Release RFP: February 22, 2011
2. Questions Due: March 4, 2011
3. Proposals Due: March 11, 2011
4. Contractor Selection: March 28, 2011
5. Anticipated Contract Start Date: April 1, 2011
6. Participate in school meetings; school presentations and education; obtain recycling financial and operational data; obtain school floor plans; inventory current school recycling containers; identify, purchase, and distribute recycling containers in the schools; identify label needs; baseline recycling efforts: April – September 2011
7. School presentations and education; tweak program; evaluate progress; right size containers, document savings; prepare case studies: October 2011 – June 2012

B. Budget and Payment

1. Contractor Budget

Dakota County Environmental Management expects the Contractor to identify the budget necessary to perform the services identified in the Scope of Services (Attachment A). The Contractor, when establishing cost estimates for the total project shall include all project costs, such as, but not limited to: Contractor fees, travel costs, estimated schedules, etc.

2. Payment for Services

The Contractor shall submit a proposal based on hourly charges and reimbursable expenses for a fee for each of the tasks in Attachment A. The overall fee shall reflect a maximum not to exceed based on the sum of the tasks.

Billing for completed services shall be based upon a monthly invoice submitted by the Contractor. The invoice shall indicate the hours of labor performed by each person charging time to the project, their charge out rate, and itemizations of the reimbursable expenses charged to the project. The County will have the right to inspect the project timesheets. The invoice must also indicate the total contract amount, the total paid to date, the remaining amount to be paid, and the estimated percent of project completed. The County, at our option may retain a portion of the total fee to insure that sufficient fees are available to complete the project.

VI. CONTRACT TERMS AND GENERAL CONDITIONS

The County will prepare a contract with the selected Contractor. The County will use its standard contract terms and conditions. Dakota County's insurance terms and standard assurances are included as Attachments B and C.

A. General Requirements

Dakota County will require the selected Contractor to include the contents of this RFP and all representations, warranties and commitments in the proposal and related correspondence as contractual obligations. The following standard Dakota County terms shall be incorporated into the Contract with the successful Contractor, along with any portions of the specifications and proposal deemed necessary by Dakota County.

1. Affirmative Action/Equal Opportunity Requirements. All Contractors submitting proposals to the County must subscribe to commitment to nondiscrimination in its employment practices and will furnish a statement of commitment upon request.
2. Special Requirements When Labor Is Included In the Proposal. All Contractors and subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances and legal requirements affecting the work in Dakota County. The minimum wage rate per hour to be paid for each work done shall be union wage rate in the locality of the work over which the unions have jurisdiction.
3. Insurance Requirements. Prior to commencement of the contract term the successful Contractor shall procure and maintain in full force and effect during the term of the agreement insurance coverage for injuries to persons or damage to property which may arise from or in connection with

the performance of work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The insurance coverage shall satisfy the requirements set forth in Attachment B.

4. Indemnification. The successful Contractor shall agree to indemnify and save Dakota County, including its elected officials, officers, employees and agents, harmless from any and all claims, demands, damages, actions or causes of action arising against Dakota County by reason of any act, omission, neglect or misconduct by the successful Contractor.
5. Fraud/Collusion. By submitting a proposal, the Contractor certifies that it is the only party interested in its proposal, and that its proposal is made and submitted without fraud or collusion with any other person, firm or corporation. Dakota County reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion with intent to defraud, or other illegal practices upon the part of the Contractor, or for noncompliance with the requirements of this request for proposal.

B. Compliance with Laws/Standards

1. General. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations, for which Contractor is responsible. This includes, but is not limited to all Standard Assurances, which are attached as Attachment C and incorporated herein by reference.
2. Violations. Any violation of such laws, statutes, ordinances, rules, or regulations, as well as loss of any applicable license or certification by Contractor shall constitute a material breach of this Contract, and shall entitle the County to terminate this Contract upon delivery of written notice of termination to Contractor. Notwithstanding any other provision of this Contract, such termination shall be effective as of the date of such failure or loss.
3. Minnesota Law to Govern. This Contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principals of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota.
4. Independent Contractor. Contractor and all employees of the successful Contractor shall not be considered employees of Dakota County while engaged in the performance of any work or services pursuant to this agreement, and shall be independent Contractors.
5. Subcontractor. If Contractor utilizes a subcontractor to perform any of its duties under this Agreement, the Contractor must require the subcontractor to provide proof of insurance to the County prior to beginning work under this Agreement in the coverage and amounts the same as set forth in Attachment B. Contractor must also require the subcontractor to agree in writing to defend, hold harmless and indemnify the County from any and all liability arising out of the subcontractor's performance of its duties. When a subcontractor is utilized, the Contractor remains responsible for complying with all of the terms of this Agreement.
6. Contractor's Responsibility for Costs. The County will not reimburse any Contractor for any costs involved in the preparation and submission of Proposals, in making an oral presentation, or in contract negotiations. Contractor is responsible for all costs associated with preparing and submitting the RFP.
7. Other Contract Terms. Other standard County contract terms, if applicable, may be included also.

ATTACHMENT A

SCOPE OF SERVICES

2011 School Recycling Project Scope

A 2007 evaluation of public entities in Dakota County indicated that public schools need basic support to meet desired waste abatement outcomes. It is estimated that most schools could increase recycling rates 30 to 50% through enhanced recycling programs. The main barrier for schools is basic infrastructure needs such as recycling bins and program development.

Dakota County staff will lead the overall effort for this school recycling project and will select the schools and or District to participate in the project. The Contractor will work with the County staff to provide technical assistance to help implement and evaluate the school recycling project. Below is a list of tasks outlining both the County staff and Contractor's role in the project:

Phase 1 – Identify and Survey Interested Schools

1. Dakota County staff will develop project guidelines, eligibility criteria and a school project application form. School eligibility criteria includes: having an existing recycling program, an existing and active school "green team," a dedicated teacher to help coordinate the planning and implementation of the project, and a commitment to develop a sustainable program.
2. Dakota County staff will distribute the application form to district schools throughout the County.
3. Dakota County staff will review the schools that have completed the application form and meet the eligibility criteria.
4. Dakota County staff is responsible for final selection and will notify the schools to participate in the project.

Phase 2: Manage School Recycling Project

1. The Contractor will provide technical assistance to County staff to help implement the school recycling project in the schools.
2. The Contractor will work with County staff to inventory current school recycling containers and identify appropriate number and type of recycling containers and labels for the schools both within and outside the schools.
3. The Contractor will work with County staff to identify and provide school educational presentations and training including any waste sorts.
4. The Contractor will work with County staff to provide the schools with a resource guide if needed, using existing Dakota County/SWMCB educational resources and materials.
5. The Contractor will work with County staff and meet with the schools to baseline efforts and track progress including:
 - a. Working with the schools to track garbage and recycling volumes and "right-size" garbage and recycling containers.
 - b. Working with County staff to identify and implement mid-project corrections (e.g., need for additional labels/containers).
 - c. Obtain waste hauler invoices and disposal volumes, track trash, organics and recycling volumes, and prepare a spreadsheet comparing the project year vs. previous year recycling, trash and organics generation volumes.
 - d. Document cost savings associated with implementing the enhanced recycling project.

Phase 3: Final Report and Summary

1. The Contractor will work with County staff to meet with the district and/or school staff to evaluate the success of the project and track shared learning's and best practices.
2. The Contractor will send out and compile any necessary surveys.
3. The Contractor will prepare a case study for each school and/or district who participates in the project.

ATTACHMENT B

INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

☒ 1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

☒ 2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

☐ Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

☒ 4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

☐ Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

☐ 5. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

☒ 6. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

☒ 7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

☒ 8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefore and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

☒ 9. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

☒ 10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

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Revised: 10/07

ATTACHMENT C

STANDARD ASSURANCES

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex or national origin.

B. Executive Order 11246, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.

2. **DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as the Federal laws on data privacy, and Contractor must comply with those requirements as if it were a governmental entity. The remedies in section 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996.** The Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) which are applicable to the Contractor's duties under this Contract. In performing its obligations under this Contract, Contractor agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other applicable HIPAA laws, standards and requirements now in effect or hereinafter adopted as they become law.

4. **RECORDS DISCLOSURE/RETENTION.** Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the County

and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

5. **WORKER HEALTH, SAFETY AND TRAINING.** Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state and local occupational safety and health standards, regulations and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

6. **CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.** Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals* And Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three-year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

E. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>.